

ASSIGNMENT

WHEREAS Colin Genner, having an address of 33 Bainbridge Avenue, Willington, Co. Durham, DL15 0AZ; United Kingdom (hereinafter, the "Assignor"), is the inventor of a certain new and useful invention as set forth and disclosed in an application, entitled **COOLING APPARATUS COMPRISING METAL TUBES CONNECTED THROUGH SOLDERED LAP JOINTS**, which [ ] is filed concurrently herewith or [ X ] was filed on August 28, 2006, as Application Serial No. 10/598,403, which is a U.S. national phase of international application no. PCT/GB2005/000730 filed February 25, 2005, which claims priority to United Kingdom Application No. GB 0404275.0 filed February 27, 2004 (hereinafter collectively, the "Invention").

WHEREAS, Kenmore UK Limited., having an address of Prospect Road, Crook, Co. Durham, DL15 8JN United Kingdom ("Assignee"), is desirous of acquiring the entire right, title and interest in and to said Invention and in and to any and all Letters Patent of the United States and foreign countries that may be obtained therefor for said Invention;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, the entire right, title and interest in and to said Invention as set forth in the above-mentioned application, including any applications which claim priority to the above referenced application, any applications to which the above referenced applications claim priority, and any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said Invention;

UPON SAID CONSIDERATION, Assignor shall not execute any writing or do any act whatsoever conflicting with the terms and conditions of this Agreement, and that Assignor will, at any time upon request, without further or additional consideration, but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for or obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said Invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any and all proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of Assignor and Assignee;

The undersigned hereby grant(s) the firm of **PEPPER HAMILTON LLP** the power to insert on this Assignment any further identification, including the application number and filing date, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

AND we request that any Patents that may be issued for said Invention be issued to said Assignee, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

Attorney Docket No. 129530.00501

Date: <sup>TH</sup>  
14 November 2007

By: Colin Genner  
Name: Colin Genner

To: Colin Genner  
33 Bainbridge Avenue, Willington, Co Durham DL15 0AZ

From: Parker Hannifin Limited  
Parker House  
55 Maylands Avenue  
Hemel Hempstead  
Hertfordshire  
HP2 4SJ

**Confirmation of annulment of Assignment**

We refer to the assignment, dated 5 July 2007, by you to us of the right, title and interest in the invention set forth in a patent application entitled 'Cooling Apparatus Comprising Metal Tubes Connected Through Soldered Lap Joints' lodged at the United States Patent and Trademark Office with Application Serial No. 10/598403 (the "Assignment").

In order to progress the above patent application in the US, and in consideration of the abandonment by both parties of all rights to performance under the Assignment, the parties hereby agree to annul the Assignment. Please indicate your agreement by signing below.

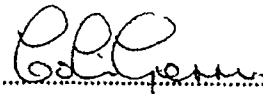
Regards



.....  
for and on behalf of Parker Hannifin Limited

14th Nov. 2007  
.....  
(date)

I agree to the terms of this letter:



.....  
Colin Genner

14th November 2007  
.....  
(date)



EVERSHEDS

Dated 11 June 2006

- (1 KENMORE UK LIMITED
- (2 PARKER HANNIFIN LIMITED

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Patent assignment

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Eversheds LLP  
Eversheds House  
70 Great Bridgewater Street  
Manchester  
M2 5ES

Tel: +44 (0) 845 497 9797  
Fax: +44 (0) 845 497 8988

**THIS AGREEMENT** is made on

2006

**BETWEEN**

- (1) **KENMORE UK LIMITED** (registered number 01133015) whose registered office is at Parker House, 55 Maylands Avenue, Hemel Hempstead, Hertfordshire HP2 4SJ ("Kenmore"); and
- (2) **PARKER HANNIFIN LIMITED** (registered number 04806503) whose registered office is at Parker House, 55 Maylands Avenue, Hemel Hempstead, Hertfordshire HP2 4SJ ("Parker").

**BACKGROUND**

- (A) Kenmore is the registered proprietor of the UK patent detailed in the Schedule (the "Patent").
- (B) Kenmore has agreed to assign the Patent to Parker on the terms and subject to the conditions set out in this Agreement.

**OPERATIVE PROVISIONS**

**1. ASSIGNMENT**

In consideration of the payment of £1.00 by Parker to Kenmore, receipt of which is hereby acknowledged, Kenmore assigns to Parker:-

- 1.1 all its right, title and interest in and to the Patent;
- 1.2 its right to apply for, prosecute and obtain patent or similar protection throughout the world for the inventions claimed in the Patent and the right to claim priority therefrom (including under the Paris Convention when making applications in countries or territories outside the UK), so that the grant of any patent or similar protection shall be in the name of and vest in Parker; and
- 1.3 all and any other rights and powers arising or accruing from the Patent, including the right to sue for damages and to have the benefit of any other remedies for infringement of the Patent occurring before the date of this Agreement.

**1.4 KENMORE'S COVENANTS AND WARRANTIES**

Kenmore agrees to execute such further documents, and take such actions and do such things as may be reasonably requested by Parker, to give full effect to the terms of this Agreement, and to secure the full right title and interest of Parker in the Patent.

**2. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

**3. GOVERNING LAW AND JURISDICTION**

The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement shall be governed by the laws of England and Wales. The courts of England and Wales

will have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement. The parties irrevocably agree to submit to that jurisdiction.

## **SCHEDULE**

### **The Patent**

<b>Country</b>	<b>Patent Number</b>	<b>Description</b>
United Kingdom	GB2411457	Cooling Apparatus

**SIGNED** by \_\_\_\_\_ )  
duly authorised to sign for and on behalf of )  
KENMORE UK LIMITED )  
in the presence of: )

Witness signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

**SIGNED** by \_\_\_\_\_ )  
duly authorised to sign for and on behalf of )  
PARKER HANNIFIN LIMITED )  
in the presence of: )

Witness signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Signature of the  
authorised signatory  
for the company  
Parker Hannifin  
UK Limited  
on 20/12/2006